

Remarks

This Amendment and Remarks is in response to the Office Action mailed on March 10, 2004. Claims 1 and 3-19 are pending in this application and have been rejected. Claims 1 and 3-19 have herein been amended and claim 20 has here been added.

In the Office Action, the Examiner has stated that the Supplemental Information Disclosure Statement filed on July 23, 2002 fails to comply with 37 CFR 1.98(a)(2) for failing to provide a legible copy of each publication listed in the Supplemental IDS. The applicant respectfully asserts that legible copies of each publication were submitted with the original Supplemental IDS, and a copy of the as-filed Supplemental IDS with attachments are enclosed herewith. Specifically, on page 2 of Form 1449 of the Supplemental IDS, the applicant stated that “[a] copy of each reference, together with a listing on Form PTO-1449, is submitted herewith.” Since a copy of each cited reference was properly submitted with the as-filed copy of the Supplemental IDS, the applicant respectfully requests the Examiner to withdraw his objection of the Supplemental IDS and to consider the cited references.

In the as-filed Supplemental IDS, the applicant further stated “[t]he Applicant would like to inform the Examiner that page 1 of Cite No. 2, titled “Good Information Fights Bad Checks”, by Catherine Cooke is missing. The Applicant has unsuccessfully attempted to receive a complete copy of Cite No. 2. However the Applicant respectfully requests the Examiner to consider Cite No. 2 as-is.” The applicant has continued to diligently search for a complete copy of the references in Cite No. 2, but has been unsuccessful. Accordingly, the applicant again respectfully requests the Examiner to consider the reference in Cite No. 2.

The Examiner has also suggested that the applicant resubmit drawings for the application in that such drawings were not properly scanned. Accordingly, the applicant resubmits herewith copies of the as-filed drawings.

The Examiner has further objected to the drawings under 37 CFR 1.83(a) for failing to show every feature of the invention specified in the claims. The applicant respectfully asserts that since every claim of the present application are method claims, drawings are not required. Specifically, “[i]t has been USPTO practice to treat an application that contains at least one process or method claim as an application for which a drawing is not necessary for an understanding of the invention under 35 U.S.C. 113 (first sentence).” MPEP § 601.01(f). Further, “[a] nonprovisional application having at least one claim, or a provisional application having at least some disclosure, directed to the subject matter discussed above for which a drawing is usually not considered essential for a filing date, not describing drawing figures in the specification, and filed without drawings will simply be processed for examination, so long as the application contains something that can be construed as a written description.” *Id.* The applicant respectfully asserts that the present application meets the above requirements and therefore does not require drawings as requested by the Examiner.

Nonetheless, the applicant submits herewith new drawing figures 7-9 that depict a negotiable instrument with identification information affixed thereto. The applicant respectfully asserts that none of the drawings constitute new matter in that such figures are properly supported and described in the as-filed specification. The applicant respectfully requests approval of the figures for entry into the record.

The specification has been amended to identify elements in new drawing figures 7 – 9. No new matter has been introduced.

Claims 1 and 3-19 have herein been amended to replace “said” with “the” for easier readability. Claims 1, 10, 11, 13, 15, 18, and 19 have further been amended to correct clerical

errors and unnecessary limitations. Support for amendments to claim 1 may also be found in paragraph [0018].

The applicant herein verifies the Examiner's presumption that the subject matter of the various claims was commonly owned at the time any inventions covered therein were made for purposes of considering patentability under 35 U.S.C. § 103(a).

The Examiner has rejected claims 1, 3–5, and 15–19 under 35 U.S.C. § 103(a) over 5,471,798 (“McWhorter”) in view of 6,592,029 (“Brikho”).

The independent claims of the present application are directed to a method of authenticating a negotiable instrument with specific information affixed to the negotiable instrument, such as payee information. The information, which may take the form of identification information, is stored in a database located in a central computer system, which is later recalled and then affixed to a negotiable instrument when, for example, the negotiable instrument is printed for disbursement to the payee. When the negotiable instrument is presented for payment by the payee, the original information stored in the central computer system is recalled, which is the original information that was affixed to the check when it was printed and issued. The recalled stored information is then compared to the information affixed to the negotiable instrument that is presented for payment to ensure that the information has not been altered from the time the payee received the instrument until the time the instrument is presented for payment. In other words, if the information affixed to the instrument is modified after it is printed and disbursed, when the instrument is then presented for payment, since the modified information that is affixed to the instrument does not match the information in the central computer system that was originally affixed to the check, there is an indication that the instrument has been altered, thus alerting the checking facility to possible fraud.

McWhorter discloses affixing a payee's photograph on a negotiable instrument (col. 1, lines 55+). Such photograph may later be used to provide a visual inspection that the person presenting the check for payment is the same person that is printed on the negotiable instrument. However, a major defect to McWhorter is that the information on the negotiable instrument can still be altered without the cashing facility's knowledge. For example, even though a photograph of the intended payee is originally placed on the check, it is possible for that photograph to be manipulated or even replaced with a new photograph of a fraudulent payee if the check is lost or stolen. Since the photograph placed on the negotiable instrument is only *visually inspected* at the time of presentment and not verified with the photograph that was originally placed on the instrument, the cashing facility is only verifying that the person attempting to cash the instrument matches the photograph on the instrument itself. As such, while such a system lessens the chances of fraudulent negotiable instrument transactions, it does nothing for the possibility of manipulating the payee information that is on the check itself.

Brikho teaches a method of verifying the identity of a customer (or presenter) of a negotiable instrument for cashing (col. 1, lines 15-17, col. 5, lines 35+), and to gather the customer's information (abstract). In Brikho, customer information is collected and stored by a commercial retail establishment (col. 4, lines 49 – 54). When the customer presents a check, the information of the customer may be accessed by typing in the customer's information, such as name, social security number, or driver's license number (col. 5, lines 25-30). Information about the customer may even be recalled via fingerprint (col. 5, lines 42 – 43). Brikho, however, not only fails to disclose using the information affixed to the negotiable instrument for verification purposes, but it fails to teach any type of a system that verifies that information on the check has not been altered. In other words, Brikho does not require any information to be extracted from

the negotiable instrument itself. Rather, the payee's verification information is provided solely from the payee itself. As such, the information in Brikho is used, for example, to verify if the payee has a tendency to present checks that are returned for insufficient funds and the like. It does not compare the information affixed to the instrument to the information stored in the database to verify that it has not been altered, as required by each independent claim of the present application.

Brikho further teaches scanning the negotiable instrument presented for payment (col. 7, lines 41+), and that information from negotiable instrument may be input into the computer system (col. 7, lines 52 – 60). However, Brikho still fails to teach the step of using the information provided on the check to recall the information that is stored in the computer to compare them to verify that the information on the check has not been altered. Rather, the scanned check is merely retained as part of the customer information.

None of the references cited by the Examiner disclose or suggest, either alone or in combination, using information affixed to a negotiable instrument to recall information stored in a central computer system, that was originally affixed to the instrument, and then comparing that recalled information with the affixed information to determine if it has been altered or modified. The applicant respectfully asserts that the Examiner's rejections have herein been overcome.

Claims 6–14 are rejected under 35 U.S.C. § 103(a) over McWhorter and Brikho, in view of 6,611,598 ("Hayoshi"). Claims 6-14 are dependent upon claim 1, which is allowable. Therefore the applicant respectfully asserts that the Examiner's rejection has herein been overcome.

The Applicant also encloses a second Supplemental Information Disclosure Statement and Form 1449 listing US patent 6,149,056 by Stinson et al. ("Stinson"). It is respectfully

submitted that the present invention, as set forth in Claims 1, and 3 – 20, as presented herein are patently distinguishable over Stinson, either alone or in combination. Stinson discloses an automatic check cashing machine. A customer inserts a check into a check-cashing unit (Col. 5, lines 23 – 25), which can also be an ATM (Col. 5, lines 14 – 15). The ATM scans the check to produce images of the front and back of the check (Col. 7, lines 48+). The ATM then sends the check information to a processor, including the images of the front and back of the check, and check amount. (Col. 7, lines 66+). “Business rules” are checked, and the processor references a payee database to obtain information about a payee (Col. 8, lines 51+). If the check satisfies the “business rules”, the processor sends information to the ATM (Col. 8, lines 62+), and the transaction continues or is terminated. “In general, the business rules will permit the check-cashing apparatus to cash the check if the customer has used the check-cashing apparatus previously to cash a check from the same payor for a similar amount.” (Col. 4, lines 11+).

Stinson fails to disclose a method of storing information in a central computer system, recalling the information from the central computer system, affixing the information on to a negotiable instrument, and recalling the stored information from the central computer, when the negotiable instrument is presented for payment to determine if the affixed information has been altered. Stinson fails to disclose or suggest recalling information from the central computer system that stores the information which is affixed to the negotiable instrument for purposes of comparing the stored information to the affixed information to determine if it has been altered.

Stinson also fails to disclose a central computer system that stores information to be affixed to the negotiable instrument. Rather, Stinson discloses a processor, and the payee information recalled is used to determine whether or not the payee has a good status (i.e., whether the customer has a history of depositing good checks) (Col 10, lines 40+). If a payee

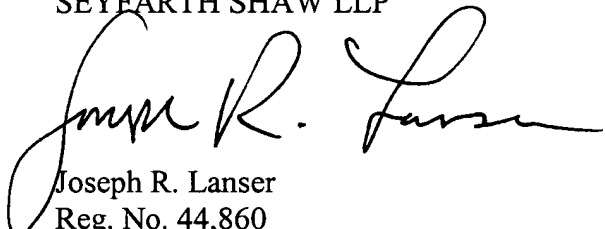
satisfies the business rules, then the transaction continues. (Col 8, lines 62+). Stinson is unable to determine whether or not any information affixed to the instrument has been altered. In other words, if the information affixed to Stinson's negotiable instrument is modified after it is printed and disbursed, Stinson is unable to detect this alteration when the instrument is presented for cashing. Again, in the present invention, if information affixed to the negotiable instrument is modified after it is printed and disbursed, because the modified information that is affixed to the instrument does not match the information in the database that was originally affixed to the check, there is an indication that the instrument has been altered, thus alerting the checking facility to possible fraud.

CONCLUSION

For all of the foregoing reasons, it is submitted that, the claims as herein presented are allowable and, therefore, allowance is respectfully requested.

Respectfully Submitted,

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A handwritten signature in black ink, appearing to read "Joseph R. Lanser", is written over the printed name and title.

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